

Charles S. Jolowsky  
24040 296<sup>th</sup> Lane  
Belle Plaine, MN. 56011-4432  
Phone. No. 612-965-2335

8/28/2004

RECEIVED  
CHANDLER 11/2/04  
U.S. BANKRUPTCY COURT  
ST. PAUL, MN.

**SAT: 33328 0864-3 #02 04-34575**  
**U.S. BANKRUPTCY COURT**  
**316 NORTH ROBERT STREET**  
**ST. PAUL, MN. 55101**

Please note the contract that Frank signed 4-8-2003. This contract was written because Mr. & Mrs. Limbacher had explicit directions on how the credit card was to be used. They had put \$2400.00 from my credit card into their bank accounts. Then rented a Car (Chrysler 300M) and told his family that he just bought it. Then put on a party in Ohio with his family to celebrate a Sony contract, for which was nothing but a hoax that even myself bought into. Frank Limbacher is a thief. If the bankruptcy excuses him of this contract, then fraud charges will be put in affect after September 28, 2004 Criminal courts case Frank & Gail fabricated upon me. This Criminal case against me was to block my collection. Yes, it worked, but Frank and Gail Limbacher will have to prove every word in the letter that they wrote to the Lakeville City Attorney. These letter accuse me of being terrorist and using meth and a substance abuser. The fact is my drug test is clean and was always clean. I was also accused of offing drugs to Frank. This made me look so bad, but know they will have to go line by line, word by word of this letter on September 28, 2003 Criminal jury trial in Hasting, MN. I also had to hire a attorney to defend me. Question: Who is going to pay for all this. The Limbachers will have to be held responsible for there letters.

Please do not allow bankruptcy. They have a history of bankruptcy. They are living off of others. Also note that I'm very sick and I need every cent to pay doctor bill and to buy the prescriptions I need to live. I am hemrigiding everyday and I am very weak from bleeding everyday. Frank miss used the credit card, fact. Why should I have to pay for his fraud actions and then have to pay for a lawyer because they lied to block me?

Enclosed:

- A. Contract to prevent Fraud charges upon Frank Limbacher.
- B. Court order to purge Frank Limbacher of contempt of court.

Frank could not defend himself in Civil court so he brought a bankruptcy certificate. This is a fraud case and bankruptcy should not be allowed.

Thank you,  
Charles S. Jolowsky

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA (ST. PAUL)

## PROOF OF CLAIM

Name of Debtor  
FRANK ALLEN LIMBACHERCase Number  
04-34575**NOTE:** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.Name of Creditor (The person or other entity to whom the debtor owes money or property):  
CHARLES S JOLOWSKY

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.

Name and Address where notices should be sent:

CHARLES S JOLOWSKY  
24040 296TH LANE  
BELLE PLAINE MN 56011-4432

Telephone Number:

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if ☐ replaces  
this claim ☐ amends a previously filed claim, dated: \_\_\_\_\_

## 1. Basis for Claim

- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other **CREDIT CARD FRAUD SEE**
- ☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
- ☐ Wages, salaries, and compensation (fill out below)  
Last four digits of SS #: \_\_\_\_\_
- ☐ Unpaid compensation for services performed  
from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

## 2. Date debt was incurred:

## 3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$ **25,765.00**

(unsecured) (secured) (priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

- ☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

## 5. Secured Claim.

- ☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
- ☐ Other \_\_\_\_\_

Value of Collateral: \$ \_\_\_\_\_

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ \_\_\_\_\_

## 6. Unsecured Nonpriority Claim \$ \_\_\_\_\_

- ☐ Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

## 7. Unsecured Priority Claim.

- ☒ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ **25,765.00**  
Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to \$4,925)\* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to \$ 2,225\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).

\*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Send original to:

U.S. Bankruptcy Court  
200 U.S. Courthouse  
316 North Robert Street  
St. Paul, MN 55101Date  
**8/26/04**

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

**Charles S Jolowsky**  
**Charles S Jolowsky**For payment send copy to:  
Chapter 13 Trustee (see notice of commencement of case for name & address of chapter 13 trustee)

## AGREEMENT

THIS AGREEMENT is between Charles Jolowsky, Frank Limbacher, and Proximity Records, Inc.

### RECITALS:

1. Jolowsky has invested \$13,500.00 into Proximity Records, Inc. Limbacher has previously agreed to pay Jolowsky 3% of the net earnings of Proximity for his investment.
2. Proximity Records, Inc. is a corporation solely owned by Frank Limbacher.
3. Jolowsky has also made available to Limbacher and Proximity Records his Platinum Plus MasterCard for the sole and express purposes of paying certain agreed-upon expenses of Proximity and to provide for the convenience of Proximity in its day to day operations. There is currently owing upon the card approximately \$10,328.00. Proximity was to pay the monthly payments as they came due.
4. Proximity and Limbacher placed charges on the card in excess of its \$10,500 maximum and failed to make the minimum required monthly payments. Some of the charges were personal to Limbacher and were not for Proximity.
5. Jolowsky has paid a \$500 payment to MasterCard to bring the balance under the maximum limit.
6. The actions of Limbacher in placing charges on the MasterCard in excess of its limit and failing to timely pay the debt down to the limit, and failing to pay the minimum required payments, has negatively affected Jolowsky's creditworthiness.

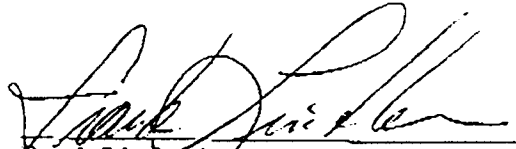
NOW, THEREFORE, in consideration of the agreements recited herein, the parties agree as follows:

1. Limbacher and Proximity Records, Inc., hereby jointly ratify the former agreement to pay to Jolowsky 3% of the net earnings of Proximity on a monthly basis.
2. Limbacher and Proximity Records, Inc. jointly ratify that all debt charged against the Platinum Plus Mastercard are debts of Limbacher and Proximity.
3. Limbacher and Proximity jointly and severally agree to pay the monthly payments on the Platinum Plus MasterCard before they are due.
4. Limbacher and Proximity jointly and severally agree to pay the balance of the Platinum Plus MasterCard, in the approximate amount of \$10,328.00, in monthly payments of \$500.00 or more per month, until paid in full. The first payment shall be on or before June 1, 2003.

5. In addition, Limbacher and Proximity, jointly and severally, agree to reimburse Jolowsky the sum of \$500 on or before June 1, 2003, for the payment that he made on the MasterCard debt.
6. If Limbacher and/or Proximity defaults on any of the agreements set forth in Paragraphs 3, 4, and 5 above, and the default is not cured within 15 days, Limbacher and Proximity agree immediately upon such default to refund Jolowsky his \$13,500.00 investment in Proximity.
7. Frank Limbacher and Proximity Records, Inc. hereby jointly and severally agree that in the event of default of any of the agreements set forth in Paragraphs 3, 4, and 5 above, if the default is not cured within 15 days, the sum then due on the MasterCard, plus the \$500 payment due to Jolowsky (if not previously paid), plus the \$13,500.00 refund, shall be immediately due and payable to Charles Jolowsky.
8. Frank Limbacher and Proximity Records, Inc. hereby agree that, in the event of default of any of the agreements set forth in Paragraphs 3, 4 and 5 above, if the default is not cured within 15 days, they shall also be jointly and severally responsible for all costs of enforcement and collection of this Agreement, including attorney fees, incurred by Jolowsky.

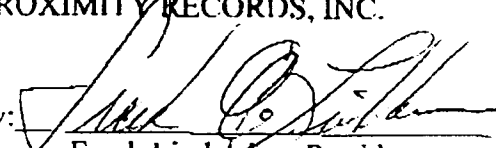
IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates set forth below.

Date: 4-28-, 2003

  
Frank Limbacher

Date: 4-28-, 2003

PROXIMITY RECORDS, INC.

by:   
Frank Limbacher, President

Date: 5-21/03, 2003

  
Charles Jolowsky

STATE OF MINNESOTA  
COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT  
Hastings, MN

Case Number: 19-C4-03-009232  
Case Title: CHARLES JOLOWSKY  
vs. FRANK LIMBACHER et al.

CHARLES JOLOWSKY  
24040 - 296TH LANE  
BELLE PLAIN MN 56011-4432

Dated:

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

File No. C4-03-9232

Charles Jolowsky,

Plaintiff,

**ORDER**

vs.

Frank Limbacher,

Defendant.

The above-entitled matter came on before the undersigned on August 6, 2004 on Plaintiff's motion to hold the Defendant in contempt of court. Charles Jolowsky appeared pro se. Frank Limbacher appeared pro se.

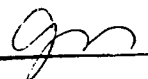
NOW, THEREFORE, based upon all of the files, records and proceedings herein, the Court makes the following

**FINDINGS OF FACT AND ORDER**

1. Defendant was ordered by Judge Sutherland on August 24, 2003 to pay to Plaintiff damages of \$24,328 and fees and costs of \$1,437.
2. To date, Defendant has made no payments.
3. Defendant is in contempt of Court for failing to abide by the Order of August 24, 2003.

FILED DAKOTA COUNTY  
VAN A. BROSTROM Court Administrator

AUG 18 2004

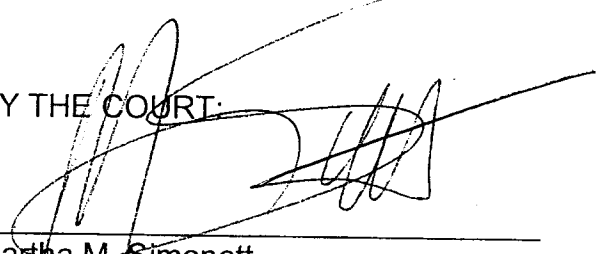
BY  DEPUTY

THEREFORE, to purge himself of this contempt of court, Defendant must pay the amount of \$24,328 and fees and costs of \$1,437 for a total of \$25,765 no later than August 28, 2004 by 4:30 p.m., the close of the business day.

If said amount is not paid by the aforementioned date and time, Defendant will be in contempt of court and a warrant will be issued for his arrest with bail to be set in the amount of the aforementioned monies owed.

Dated: August 17, 2004

BY THE COURT:



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Martha M. Simonett  
Judge of District Court